

RESOURCE MANAGEMENT)
COMPANY, INC.,)
Plaintiff/Counter-Defendant)
)
v.) Case No. 3:18-CV-433
) Judge Crenshaw / Frensley
WFC DURHAM HOLDINGS VII, G.P. and)
Defendant/Counter-Plaintiff;)
)
And)
)
PHILADELPHIA INDEMNITY)
INSURANCE COMPANY,)
Defendant.)

TO: **WFC DURHAM HOLDINGS VII, G.P.**
c/o Mr. Paul J. Krog
Leader, Bulso & Nolan, PLC
414 Union Street, Suite 1740
Nashville, TN 37219

PLEASE NOTE that Plaintiff's counsel intends to take the deposition of a representative of WFC Durham Holdings VII, G.P. ["WFC"] beginning at **9:00 a.m. on July 24, 2019**. The deposition shall be conducted at the offices of WFC's counsel at Leader, Bulso & Nolan, PLC, 414 Union Street, Suite 1740, Nashville, Tennessee 37219.

The topics upon which WFC shall be questioned are set forth below. Therefore, and according to Rule 30(b)(6), WFC shall designate one or more individuals with knowledge concerning the topics set forth below. Plaintiff's counsel shall then depose WFC's designee(s) on those topics.

The topics upon which WFC shall be questioned are as follows:

1. All facts taken into account by WFC in making its decision to terminate RMC from the Durham Farms Project.
2. The status of all billings and/or Applications for Payment submitted by or on behalf of RMC prior to the aforementioned termination.
3. The status of all billings and/or Applications for Payment submitted by or on behalf of RMC following the aforementioned termination.
4. The details concerning all funds held back by WFC as retainage including but not limited to:
 - The dates and amounts of all deposits in the retainage account; and
 - method to calculate all deposits.
5. All facts surrounding the selection by WFC as a substitute or successor entity [hereinafter, “the *New Contractor*”] to complete those services which RMC was retained to complete.
6. The details surrounding all work performed by the *New Contractor* to:
 - Fix and/or remediate work previously fully performed by RMC which WFC contends was improperly performed; and
 - All work performed by the *New Contractor* to complete items which RMC contracted to perform and started, but failed to complete.
 - All work performed by the *New Contractor* to complete items which RMC contracted to perform but had yet to perform;
 - All amounts paid to the *New Contractor* to repair and/or remediate work previously performed by RMC; and
 - All amounts paid by WFC to the *New Contractor* to complete items which RMC contracted to complete but had not completed, or even began performing prior to the termination.
7. All facts supporting WFC’s contention that it is not responsible or otherwise liable to RMC.
8. All facts supporting WFC’s contention that RMC is liable or otherwise responsible to WFC for the claims included in WFC’s counter-claim.

9. The mathematical details of WFC's counter-claim, including its various types of damages, the basis for those damages, and the calculations related to those damages.
10. All dealings between WFC and the City or County regarding work performed by RMC.

Respectfully submitted,

/s/ Phillip Byron Jones

Phillip Byron Jones (#14125)

EVANS, JONES & REYNOLDS, PC

401 Commerce Street, Suite 710

Nashville, TN 37219-2424

(615) 259-4685

Pjones@ejrlaw.com

Attorneys for Plaintiff/Counter-Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent as follows on this the 24TH day of June, 2019, to:

<u>Addressee</u>	<u>Method(s) of Service</u>
Mr. Paul J. Krog Mr. Eugene N. Bulso Leader, Bulso & Nolan, PLC 414 Union Street, Suite 1740 Nashville, TN 37219 pkrog@leaderbulso.com gbulso@leaderbulso.com <i>Attorneys for Defendants/Counter-Plaintiff</i>	X Electronically via the Court's ECF System <input type="checkbox"/> U.S. Postal Service (First-Class) X Email <input type="checkbox"/> Hand Delivery

/s/ Phillip Byron Jones
Phillip Byron Jones

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